

Exhibit C

Zerykier Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re:	:
	:
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

**DECLARATION OF AARON E. ZERYKIER IN SUPPORT OF
MOTION FOR ORDER DECLARING AUTOMATIC STAY
INAPPLICABLE TO NON-RESIDENTIAL REAL PROPERTY LEASE**

AARON E. ZERYKIER, pursuant to 28 U.S.C. § 1746, declares the following under penalty of perjury:

1. I am a partner with the law firm Farrell Fritz, P.C. ("Farrell Fritz"), attorneys for Midwood Management Corp. ("Landlord"). Consequently, I am fully familiar with the facts and circumstances stated herein.

2. I respectfully submit this Declaration in Support of Landlord's *Motion for Order Declaring Automatic Stay Inapplicable to Non-Residential Real Property Lease or, in the Alternative, Vacating the Automatic Stay*.

3. On September 12, 2018, Farrell Fritz mailed to Kmart a "Notice of Default and Fifteen (15) Day Notice to Cure" (the "Notice of Default"). A copy of the Notice of Default is annexed hereto as Exhibit "A".

4. On October 11, 2018, Farrell Fritz mailed to Kmart a "Ten (10) Day Notice of Lease Termination" (the "Lease Termination Notice"). A copy of the Lease Termination Notice is annexed hereto as Exhibit "B".

Dated: November 29, 2018



AARON E. ZERYKIER

FF\7932040.1

Exhibit A to Zerykier Declaration

**NOTICE OF DEFAULT AND
FIFTEEN (15) DAY NOTICE TO CURE**

September 6, 2018

By Certified Mail Return Receipt Requested

To: KMART CORPORATION
333 Beverly Road
Hoffman Estate, Illinois 60179
Attn: Divisional Vice President – Real Estate Department 824E

KMART CORPORATION
3100 West Big Beaver Road
Troy, Michigan 48084

Premises: 2280 North Ocean Avenue
Expressway Plaza
Farmingville, New York 11738

Tenant of the above-referenced premises:

PLEASE TAKE NOTICE that you are in default under the lease (the "Lease"), executed on or about December 20, 1991 between Kmart Corporation as Tenant ("Tenant") and Farmingville Associates as Landlord, and as assigned to Expressway Plaza I LLC and Farmingville Associates Phase 1, LLC by assignment dated October 20, 2016, ("Landlord"), as amended and extended, by virtue of the following:

Pursuant to Article 30 of the Lease, Tenant assumed the obligation to maintain certain portions of the Common Area (as defined in the Lease).

Because of Tenant's failure to comply with its maintenance obligations under the Lease, by Notice dated November 8, 2017, Landlord exercised its rights under Article 25(F) to perform emergency repair work (the "Emergency Work") at Tenant's cost and expense. A copy of the November 8, 2017 Notice is annexed hereto as Exhibit A.

On or about April 4, 2018, Landlord invoiced Tenant for the costs of performing the Emergency Work. Copies of such invoices are collectively annexed hereto as Exhibit B.

Pursuant to Article 25(F) of the Lease, the sums expended by Landlord shall be deemed additional rent and shall be reimbursed by Tenant upon demand, together with interest at eighteen (18%) per annum.

Notwithstanding the Emergency Work notice, and being invoiced for the Emergency Work, Tenant has failed to pay for same. A copy of the invoice for the Emergency Work is annexed hereto as Exhibit B.

As such, \$215,426.88 plus interest in the amount of \$24,593.65 (as set forth in the attached Exhibit C) for a total of \$240,020.53 as Additional Rent under the Lease is currently due and owing to Landlord.

PLEASE TAKE FURTHER NOTICE that, pursuant to Article 25 of the Lease, unless you cure the defaults noticed within the Notice on or before the expiration of fifteen (15) days from service of this Notice upon you the Landlord will serve you with a notice of election to end the term of the Lease at the expiration of ten (10) days from the date of service of such Notice upon you and upon expiration of such Notice the Landlord will commence summary proceedings to evict you from the premises and obtain a money judgment against you for the value of the premises' rent and fair use and occupancy during any holdover in addition to any additional rent, charges and late fees that may accrue prior to the date of judgment with interest together with the legal fees and costs associated with the prosecution of the action.

Expressway Plaza I, LLC and
Farmingville Associates Phase 1, LLC
as Tenants in Common

By: 
Midwood Management Corp., as agent
John Usdan, Chief Executive Officer

Exhibit A

**FARMINGVILLE ASSOCIATES PHASE I, LLC and
EXPRESSWAY PLAZA I LLC**
c/o Midwood Management Corp.
430 Park Avenue, Suite 505
New York, New York 10022

November 8, 2017

VIA Certified Mail – Return Receipt Requested

Kmart Corporation
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: Divisional Vice President - Real Estate Department 824RE

Re: Lease dated December 20, 1991 (as amended and extended, the "Lease") between Farmingville Associates Phase 1 LLC and Expressway Plaza I LLC, as tenants-in-common, (collectively, "Landlord") and KMART Corporation., (the "Tenant") for space at the premises located at 2280-2350 North Ocean Avenue, Farmingville, New York (the "Premises")

Ladies and Gentlemen:

Reference is made to the Lease; capitalized terms used, but not otherwise defined in this notice (the "Notice"), shall have the meanings given to such terms in the Lease.

PLEASE TAKE NOTICE that Tenant is in breach of Tenant's obligation to maintain the Common Area parking lot and drive lanes, which obligation Tenant assumed (in accordance with Article 30 of the Lease) by notice to Landlord dated October 10, 2012. The work required to be performed on the drive lanes as a result of said breach (the "Work") is set forth on Exhibit A to this Notice and you can reach out to Landlord's portfolio manager Peter Pollani (516) 732-8977; ppollani@midwoodid.com) if you have any questions regarding the Work or the maintenance required to be performed by Tenant to the rest of the parking lot Common Area.

PLEASE TAKE FURTHER NOTICE that after a recent inspection by the town of Brookhaven, Landlord was informed that due to weather conditions, the Work must be completed by November 21, 2017. As a result of Tenant's failure to perform the required maintenance, Landlord hereby exercises its right pursuant to Section 25(F) of the Lease to perform Tenant's obligations at the cost and expense of Tenant and, given the timing imposed by the Town of Brookhaven, this constitutes an emergency under Section 25(F) which does not permit Tenant the cure period provided by the Lease. Note that the Work only addresses the drive lane issues, which constitute an emergency, and does not include standard parking lot maintenance and repair which remains the responsibility of Tenant and must be performed within thirty (30) days of this notice to avoid an Event of Default under the Lease.

PLEASE BE ADVISED that Landlord has not waived any of its rights or remedies under the Lease or any requirement of Tenant's compliance with any provision of the Lease and expects Tenant to honor all of its obligations thereunder, including, without limitation, the maintenance obligations that are the subject of this Notice. Landlord expressly reserves all of its

rights and remedies, whether pursuant to the Lease, at law or in equity on account of Tenant's failure to comply with the covenants and obligations contained in the Lease.

Very Truly Yours,

FARMINGVILLE ASSOCIATES PHASE 1 LLC
and EXPRESSWAY PLAZA I LLC

By: Midwood Management Corp., as
agent

By: 
Name: John Dadda
Title: Chief Executive Officer

cc: *(via Certified Mail – Return Receipt Requested)*
Kmart Corporation
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: Associate General Counsel, Real Estate Department 824RE

cc: *(via E-MAIL ONLY)*
Bradley.Pukas@searshc.com
Real Estate Manager, Sears Holdings Corporation

EXHIBIT A

The Work

Rebrick Drywell:

1. REBRICK DRAIN COVER: Five Covers (5)
2. Saw cut & remove asphalt around drywell cover and dispose of asphalt.
3. Excavate area and remove casting
4. Remove and replace bricks as necessary
5. Backfill.
6. Install RCA base blend and compact

Remove and Replace:

1. PATCH: Remove and replace 10200 sf in 14 areas.
2. Saw cut asphalt
3. Add recycled crushed concrete base blend as needed and compact.
4. Patch areas with 2 1/2" of NY State Type 6F asphalt compacted to an average depth of 2".
5. Apply hot tar to seams of patches to prevent water infiltration.
6. Remove and replace sidewalk in 2 areas approximately 10 sf Curbs
7. Remove and replace curbing approximately 26 lf in 2 areas.

Reconstruct Parking Area:

1. RECONSTRUCT PARKING AREA: Drive Lane 2 area approximately 54500sf
2. Job to include:
3. Mill existing pavement and dispose of offsite.
4. Add RCA as necessary.
5. Regrade base blend and compact.
6. Adjust steel manhole covers and drains as necessary to new grade.
7. Pave area with:
 - a. 2" of binder asphalt after compaction
 - b. 1 & 1/2" of NY State Top asphalt after compaction
8. Restripe parking area.

Exhibit B

MIDWOOD MANAGEMENT CORP.
430 PARK AVENUE 2ND FLOOR

NEW YORK, NY 10022
(212) 682-9595

C/O SEARS ROEBUCK & CO
K MART # 4871
ATTN: LEASE ADM.
333 BEVERLY ROAD
HOFFMAN ESTATES, IL 60179

Tenant Name: K MART # 4871
Space Number: 16
Invoice Date: April 4, 2018

2018 MISC INCOME Expense	184,468.75
Prior Year Expense w/ % Increase	
Prior Year Expense w/ % Increase	
Total Recoverable Expense for Current Year	184,468.75
Less Stop Amount	
Total Recoverable MISC INCOME Expense	184,468.75
Tenant Share	100.00%
Total Amount Due for 2018 Before Cap Cap for Year	184,468.75
Total Due for Expense Period	184,468.75
Occupancy Percentage for Year	100.00%
Total Amount Due	184,468.75

DuMOR Construction Inc.

INVOICE

42 Grant Avenue
Bay Shore, NY 11706.
631 586-7200 631 586-7208

DATE	INVOICE #
11/28/2017	16703

BILL TO
Midwood Management 430 Park Avenue Suite 505 New York, NY 10022 Attn: Mr. Peter Pollani

JOB NAME
Paving completed 11/27/17

P.O. NO.	TERMS	REP
	Upon Receipt	D J

ITEM	DESCRIPTION	AMOUNT
Reconstruct Parkin...	<p>RECONSTRUCT PARKING AREA: Drive Lane 2 area approximately 54500 sf SEE Diagram. Job to include:</p> <ol style="list-style-type: none"> 1) Mill existing pavement and dispose of off site. 2) Add RCA as necessary. 3) Regrade base blend and compact. 4) Adjust steel manhole covers and drains as necessary to new grade. 5) Pave area with: <ul style="list-style-type: none"> 2" of binder asphalt after compaction 1 1/2" of NY State Top asphalt after compaction 6) Restripe parking area. <p>NOTE: Price based on existing asphalt being no more than 2" thick</p> <p>Please sign date and return certificate of capital improvement. Thank you!!</p> <p>Sales Tax - Suffolk County</p>	<p>184,468.75</p> <p>0.00</p>

Retain this copy for your records.

Total \$184,468.75

Good Service and quality work deserves quick payment.



New York State Department of Taxation and Finance
New York State and Local Sales and Use Tax

Certificate of Capital Improvement

ST-124
(2/12)

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials exempt from tax.

Name of customer (print or type) <u>Richwood Miami Corp</u>		Name of contractor (print or type) <u>DUMORE Construction Inc</u>	
Address (number and street) <u>430 PARK AVE Suite 505</u>		Address (number and street) <u>42 Grant Ave</u>	
City <u>New York</u>	State <u>NY</u>	City <u>Bay Shore</u>	State <u>NY</u>
ZIP code <u>10022</u>		ZIP code <u>11706</u>	
Sales tax Certificate of Authority number (if any)		Sales tax Certificate of Authority number (if any) <u>11-21607031</u>	

To be completed by the customer

Describe capital improvement to be performed:

Pave - Reconstruct Drive Lane 2 area

Project name <u>Expressway Plaza</u>	
Street address (number and street) <u>North Ocean Ave</u>	City <u>Farmingville</u>
State <u>NY</u>	ZIP code <u>11734</u>

I certify that:

- ☒ I am the (mark one) ☐ owner ☐ tenant of the real property identified on this form; and
- ☒ the work described above will result in a capital improvement to the real property within the guidelines of this form; and
- ☒ this contract (mark one) ☐ includes ☐ does not include the sale of any tangible personal property that, when installed, does not become a permanent part of the real property (for example, a free-standing microwave or washing machine).

I understand that:

- ☒ I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor if it is determined that this work does not qualify as a capital improvement; and
- ☒ I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract when the property installed by the contractor does not become a permanent part of the real property; and
- ☒ I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.

Signature of customer

Title

Date

To be completed by the contractor

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above, and that I accept this form in good faith. (A copy of the written contract, if any, is attached.) I understand that my failure to collect tax as a result of signing an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor
Christina Bonnie

Title

Office Mgr.

Date

11/28/17

This certificate is not valid unless all entries are completed.

MIDWOOD MANAGEMENT CORP.
430 PARK AVENUE 2ND FLOOR

NEW YORK, NY 10022
(212) 682-9595

C/O SEARS ROEBUCK & CO
K MART # 4871
ATTN: LEASE ADM.
333 BEVERLY ROAD
HOFFMAN ESTATES, IL 60179

Tenant Name: K MART # 4871
Space Number: 16
Invoice Date: April 26, 2018

2017 MISC INCOME Expense	18,411.94
Prior Year Expense w/ % Increase	
Prior Year Expense w/ % Increase	
Total Recoverable Expense for Current Year	18,411.94
Less Stop Amount	
Total Recoverable MISC INCOME Expense	18,411.94
Tenant Share	40.00%
Total Due for Expense Period	7,364.78
Occupancy Percentage for Year	<u>100.00%</u>
Total Amount Due	<u>7,364.78</u>

DuMOR Construction Inc.

42 Grant Avenue
Bay Shore, NY 11706
631 586-7200 631 586-7208

INVOICE

DATE	INVOICE #
12/6/2017	16720

BILL TO
Midwood Management 430 Park Avenue Suite 505 New York, NY 10022 Attn: Mr. Peter Pollani

JOB NAME
Completed 12/6/17

P.O. NO.	TERMS	REP
	Upon Receipt	D J

ITEM	DESCRIPTION	AMOUNT
Restripe	RESTRIP: Front lot and drive lanes 1) Repaint all traffic lines and markings the same as before with latex traffic paint, which meets all EPA laws regarding VOC to include: 3 Speed Bumps 500 LF of double yellow lines 100 LF 2" thick yellow lines at entrance 7 Stop Bars 9 No Parking/Fire Zone stencils 2000 lf yellow hash lines 20 Handicap stalls 4 Crosswalks 2 large arrows.	0.00T
Total	Total price for job, not including NYS sales tax Sales Tax - Nassau County	16,950.00T 1,461.94
Please return one copy with payment. Thank You!!!		Total \$18,411.94

Good Service and quality work deserves quick payment.

DuMOR Construction Inc.

INVOICE

42 Grant Avenue
Bay Shore, NY 11706
631 586-7200 631 586-7208

DATE	INVOICE #
12/6/2017	16720

BILL TO
Midwood Management 430 Park Avenue Suite 505 New York, NY 10022 Attn: Mr. Peter Pollani

JOB NAME
Completed 12/6/17

P.O. NO.	TERMS	REP
	Upon Receipt	D J

ITEM	DESCRIPTION	AMOUNT
Rebrick drywell	JOB: Express Plaza 2302 -2390 North Ocean Avenue 910 - 950 Horseblock Road (AKA 2280 North Ocean Avenue) Farmingville, NY REBRICK WATER COVER: 1) Saw cut & remove asphalt around drywell cover and dispose of asphalt. 2) Excavate area and remove casting. 3) Remove and replace bricks as necessary. 4) Backfill. Install RCA base blend and compact. 5) Patch area affected with NYS Type 6F asphalt approximately 2" thick. 6) Hot tar seams of patch to prevent water infiltration.	0.00T
PATCH - R & R	PATCH: Remove and replace approximately 2850 sf in 32 areas. 1) Saw cut asphalt and remove or mill area down. 2) Add recycled crushed concrete base blend as needed and compact. 3) Patch areas with 2 1/2" of NY State Type 6F asphalt compacted to an average depth of 2". 4) Apply hot tar to seams of patches to prevent water infiltration.	0.00T
Please return one copy with payment. Thank You!!!		Total

MIDWOOD MANAGEMENT CORP.
430 PARK AVENUE 2ND FLOOR

NEW YORK, NY 10022
(212) 682-9595

C/O SEARS ROEBUCK & CO
K MART # 4871
ATTN: LEASE ADM.
333 BEVERLY ROAD
HOFFMAN ESTATES, IL 60179

Tenant Name: K MART # 4871
Space Number: 16
Invoice Date: April 4, 2018

2018 MISC INCOME Expense	58,983.38
Prior Year Expense w/ % Increase	
Prior Year Expense w/ % Increase	
Total Recoverable Expense for Current Year	58,983.38
Less Stop Amount	
Total Recoverable MISC INCOME Expense	58,983.38
Tenant Share	40.00%
Total Amount Due for 2018 Before Cap Cap for Year	23,593.35
Total Due for Expense Period	23,593.35
Occupancy Percentage for Year	100.00%
Total Amount Due	<u>23,593.35</u>

DuMOR Construction Inc.

42 Grant Avenue
Bay Shore, NY 11706
631 586-7200 631 586-7208

INVOICE

DATE	INVOICE #
12/6/2017	16719

BILL TO

Midwood Management
430 Park Avenue
Suite 503
New York, NY 10022
Attn: Mr. Peter Poilani

JOB NAME

Completed 12/6/17

P.O. NO.

TERMS

REP

Upon Receipt

D J

ITEM	DESCRIPTION	AMOUNT
	JOB: Express Plaza 2302 - 2390 North Ocean Avenue 910 - 930 Horseblock Road (AKA 2280 North Ocean Avenue) Farmingville, NY	
Retrick drywell	REBRICK DRAIN COVER: Five Covers (5) 1) Saw cut & remove asphalt around drywell cover and dispose of asphalt. 2) Excavate area and remove existing. 3) Remove and replace bricks as necessary. 4) Backfill, install RCA base blend and compact.	
PATCH - R & R	PATCH: Remove and replace 10,200 sf in 14 areas. 1) Saw cut asphalt and remove on mill area downwar 2) Add recycled crushed concrete base blend as needed and compact. 3) Patch areas with 2 1/3" of NY State Type 6F asphalt compacted to an average depth of 2". 4) Apply hot tar to seams of patches to prevent water infiltration.	
Walk	1) Remove and replace sidewalk in 2 areas approximately 10 sf	
Curbs	2) Remove and replace curbing approximately 26 lf in 2 areas.	
Total	Total price for taxable portion of job, not including NYS sales tax	54,300.00T
Reconstruct Parkin...	RECONSTRUCT PARKING AREA: Drive Lane 2 area approximately 54500 sf SEE Diagram Job to include: 1) Mill existing pavement and dispose of off site. 2) Add RCA as necessary. 3) Regrade base blend and compact. 4) Adjust steel manhole covers and drains as necessary to new grade. 5) Pave area with:	
Please return one copy with payment. Thank You!!!		Total

DuMOR Construction Inc.

INVOICE

42 Grant Avenue
Bay Shore, NY 11706
631 586-7200 631 586-7208

DATE	INVOICE #
12/6/2017	16719

BILL TO

Midwood Management
430 Park Avenue
Suite 505
New York, NY 10022
Attn: Mr. Peter Pollan

JOB NAME

Completed 12/6/17

F.O. NO.

TERMS

REP

Upon Receipt

DJ

ITEM	DESCRIPTION	AMOUNT
	<p>2" of binder asphalt after compaction 1 1/2" of NY State Top asphalt after compaction 6) Restripe parking area. NOTE: Price based on existing asphalt being no more than 2" thick Dumor Construction Inc will call for a utility mark out as required by law. There may be utilities consumer owned (not owned by utility company, owned by property owner) that may not be marked out. If deemed necessary, a private markout company can be hired and the cost passed along to our customer, usually about \$500.00 for a smaller job. There may be permits required (depending on Towns requirements). For a total restripe of lot. Site plan may be needed as well. DuMOR Construction Inc and any of our subcontractors will not be responsible for any underground wiring, pipes or utilities and/or any other conditions buried under the existing pavement. Including, but not limited to sprinklers, site lighting, electric gate wires or traffic light actuator (traffic light loops). There may also be concrete covers buried under pavement due to improper abandoned cesspools, etc. Additional cost to repair any under pavement damage will be the responsibility of the owner of property, not the contractor or subcontractor. Sales Tax - Suffolk County</p>	4,683.38
Please return one copy with payment. Thank You!!		
Total		\$58,983.38

Good Service and quality work deserves quick payment.

Exhibit C

		Item #1		Item #2		Item #3	
		paid date	1/19/2018	Paid date	4/17/2018	Paid date	12/18/2017
			9/6/2018		9/6/2018		9/6/2018
			231		143		263
		billed to tenant	\$ 184,469	billed to te	7,364.78	billed to te	\$ 23,593
			18%		18%		18%
			\$ 33,204		\$ 1,326		\$ 4,247
			365		365		365
		daily amount	\$ 90.97	daily amou	\$ 3.63	daily amou	\$ 11.64
		Interest	\$ 21,014	Interest	\$ 519	Interest	\$ 3,060

FF Client: Midwood Managing Corp.
(20588.114)

Project Address: 2280 North Ocean Avenue
Expressway Plaza
Farmingdale, New York 11738

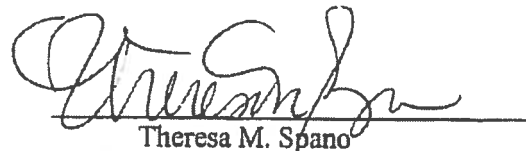
AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

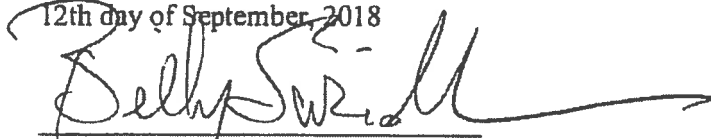
I, Theresa M. Spano, being duly sworn, depose and say: I am not a party to the action, am over 18 years of age and reside in Nassau County, New York.

On September 12, 2018, I served the within **Notice of Default and Fifteen (15) Day Notice to Cure** by Certified Mail return receipt requested, depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to the following person(s) at the last known address set forth after the name:

KMART CORPORATION
333 Beverly Road
Hoffman Estate, Illinois 60179
Attn: Divisional Vice President – Real Estate Department 824E
Tracking No.: 7015-0640-0007-8184-1048


Theresa M. Spano

Sworn to before me this
12th day of September, 2018


Notary Public

BILLY SWINDLER
Notary Public, State of New York
No. 018W8010722
Qualified in Queens County
Commission Expires July 20, 2022

15 day

CERTIFIED MAIL RETURN RECEIPT

TO:	KMART CORPORATION 333 Beverly Road Hoffman Estate, Illinois 60179 Attn: Divisional Vice President – Real Estate Department 824E	09/07/2018 9/18/18
CLIENT	20588-114	
CERT #	7015-0640-0007-8184-1048	

7015 0640 0007 8184 1048

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$ _____

Extra Services & Fees (check box, add fee as appropriate)

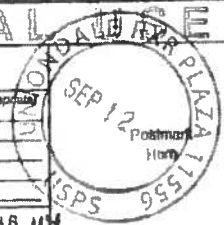
☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____



Postage

\$ 20588.114

Total Postage and Fees

\$ _____

Sent To

Street KMART CORPORATION
333 Beverly Road
Hoffman Estate, Illinois 60179

City & State Attn: Divisional Vice President – Real Estate Department 824E

PS Form 3800, April 2015 PSN 7530-02-000-6047 See Reverse for Instructions

FF Client: Midwood Managing Corp.
(20588.114)

Project Address: 2280 North Ocean Avenue
Expressway Plaza
Farmingdale, New York 11738

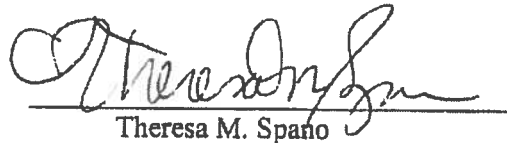
AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

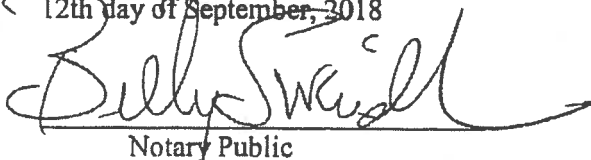
I, Theresa M. Spano, being duly sworn, depose and say: I am not a party to the action, am over 18 years of age and reside in Nassau County, New York.

On September 12, 2018, I served the within **Notice of Default and Fifteen (15) Day Notice to Cure** by Certified Mail return receipt requested, depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to the following person(s) at the last known address set forth after the name:

KMART CORPORATION
3100 West Big Beaver Road
Troy, Michigan 48084
Tracking No.: 7015-0640-0007-8184-1024


Theresa M. Spano

Sworn to before me this
12th day of September, 2018


Notary Public

BILLY SWINDLER
Notary Public, State of New York
No. 018W6010722
Qualified in Queens County
Commission Expires July 20, 2022

15 day

CERTIFIED MAIL RETURN RECEIPT

TO:	KMART CORPORATION 3100 West Big Beaver Road Troy, Michigan 48084	09/17/2018 9/12/18
CLIENT	20588/114	
CERT #	7015 0640 0007 8184 1024	

7015 0640 0007 8184 1024

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage
\$ 20588.114
TMS

Total Postage and Fees
\$

Sent To
Street and Apt. # KMART CORPORATION
3100 West Big Beaver Road
Troy, Michigan 48084
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
KMART CORPORATION
3100 West Big Beaver Road
Troy, Michigan 48084



9590 9403 0880 5223 0516 74

2. Article Number (Transfer from sender label)

7015 0640 0007 8184 1024

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x *Dona E...* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/17/18

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail[®]

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Exhibit B to Zerykier Declaration

TEN (10) DAY NOTICE OF LEASE TERMINATION

By Certified Mail Return Receipt Requested

To: K MART CORPORATION
333 Beverly Road
Hoffman Estate, Illinois 60179
Attn: Divisional Vice President – Real Estate Department 824E

K MART CORPORATION
3100 West Big Beaver Road
Troy, Michigan 48084

Premises: 2280 North Ocean Avenue
Expressway Plaza
Farmingville, New York 11738

Tenant of the above-referenced Premises:

PLEASE TAKE NOTICE that the undersigned, the landlord of the Premises identified above, hereby elects to terminate the lease (the "Lease"), executed on or about December 20, 1991 between Kmart Corporation as Tenant ("Tenant") and Farmingville Associates as Landlord, and as assigned to Expressway Plaza I LLC and Farmingville Associates Phase 1, LLC by assignment dated October 20, 2016, ("Landlord"), as amended and extended, because you have defaulted in fulfilling covenants of the Lease and, having been previously served with a Fifteen Day Notice to Cure, a copy of which is annexed hereto as Exhibit "A", have nevertheless failed to remedy the defaults alleged in the Fifteen Day Notice to Cure Defaults within the applicable cure period.

PLEASE TAKE FURTHER NOTICE that unless you remove yourself and your possessions from the Premises described above on or before the expiration of ten (10) days of service of this Notice upon you, the Landlord will commence summary proceedings to evict you from the Premises and obtain a money judgment against you for any sums due and owing to the Landlord.

Expressway Plaza I, LLC and
Farmingville Associates Phase 1, LLC
as Tenants in Common

By: 
Midwood Management Corp., as agent
John Usdan, Chief Executive Officer

FF Client: Midwood Managing Corp.
(20588.114)

Project Address: 2280 North Ocean Avenue
Expressway Plaza
Farmingdale, New York 11738

AFFIDAVIT OF SERVICE

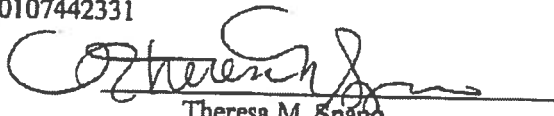
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, Theresa M. Spano, being duly sworn, depose and say: I am not a party to the action, am over 18 years of age and reside in Nassau County, New York.

On October 11, 2018, I served the within **Ten (10) Day Notice of Lease Termination** by Certified Mail return receipt requested, depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to the following person(s) at the last known address set forth after the name:

KMART CORPORATION
3100 West Big Beaver Road
Troy, Michigan 48084
Tracking No.: 70173380000107442348

KMART CORPORATION
333 Beverly Road
Hoffman Estate, Illinois 60179
Attn: Divisional Vice President -- Real Estate Department 824E
Tracking No.: 70173380000107442331


Theresa M. Spano

Sworn to before me this
11th day of October, 2018



Notary Public
MAUREN EDNIE
NOTARY PUBLIC, State of New York
No. 01ED4971404
Qualified in Nassau County 22
Commission Expires September 4, 20

FF Client: Midwood Managing Corp.
(20588.114)

Project Address: 2280 North Ocean Avenue
Expressway Plaza
Farmingdale, New York 11738

AFFIDAVIT OF SERVICE


STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

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KMART CORPORATION
3100 West Big Beaver Road
Troy, Michigan 48084
Tracking No.: 70173380000107442348

KMART CORPORATION
333 Beverly Road
Hoffman Estate, Illinois 60179
Attn: Divisional Vice President – Real Estate Department 824E
Tracking No.: 70173380000107442331


Theresa M. Spano

Sworn to before me this
11th day of October, 2018



Notary Public
MAURA EDNIE
NOTARY PUBLIC, State of New York
No. 01ED4971404
Qualified in Nassau County 22
Commission Expires September 4, 20

CERTIFIED MAIL RETURN RECEIPT

TO:	KMART CORPORATION 333 Beverly Road Hoffman Estate, Illinois 60179 Attn: Divisional Vice President – Real Estate Department 824E	10/11/18
CLIENT	20588/114	
CERT #	70173380000107442331	

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage

\$ _____

Total Postage and **KMART Corporation**

Sent To **333 Beverly Road**

Street and Apt. No. **Hoffman Estate, IL 60179**

City, State, ZIP+4 **Attn: Divisional Vice President**

- Real Estate Dept. 824E

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>KMART Corporation 333 Beverly Road Hoffman Estate, IL 60179 Attn: Divisional Vice President - Real Estate Dept. 824E</p> <div style="text-align: center;"> 9590 9402 3733 7335 1350 94 </div> <p>2. Article Number (Transfer from service label)</p> <p>017 3380 0001 0744 2331</p>	<p>A. Signature</p> <p><input checked="" type="checkbox"/> <i>C. C. C.</i> <input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>C. C. C.</i> 10/11/18</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 20588-114 Domestic Return Receipt

CERTIFIED MAIL RETURN RECEIPT

TO:	KMART CORPORATION 3100 West Big Beaver Road Troy, Michigan 48084	10/11/18
CLIENT	20588/114	
CERT #	70173380000107442348	

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage on \$

Sent To **KMART Corporation TMS**

Street and Apt. No. **3100 West Big Beaver Road**

City, State, ZIP+4® **Troy, MI 48084**

PS Form 3800, April 2013 PSN 7530-02-000-9000 See Reverse for Instructions

7017 3380 0001 0744 2348



FARRELLFRITZ
ATTORNEYS

400 RXR Plaza
Uniondale, NY 11556-3826

VF

KMART Corporation
3100 West Big Beaver Road
Troy, MI 48084

Spand

CERTIFIED MAIL



7017 3380 0001 0744 2348

Hasler

10/11/2018

USPS POSTAGE \$006.67



ZIP 11556
011E11678542

NIXIE 482 DE 1 0010/19/18

NOT DELIVERABLE AS ADDRESSED
RETURN TO SENDER
UNABLE TO FORWARD

UTF BC: 11556382600 #1302-00504-11-42
48084-3000400